

	SPACE UTILIZATION BREAKDOWN							
	PRO-xx-SHD-xxxx Warwick ICE Relocation							
	Space Name	Count	Square Feet	Total Square Feet (includes circulation factor)	Factor			
Office Administrative Space	RAC	1	100	155	149			
	Intel Research Specialist	1	64	99				
	MSS	1	64	99				
	Special Agent	9	432	670				
	TFO	4	192	298				
	AFOD	1	100	155				
	SDDO	2	128	198				
	Deportation Officer	17	1088	1686				
	Enforcement and Removal Assistant	3	192	298				
	OCIO Touchdown	1	48	74				
	Contract Case Managers (contract. req'd to provide space)	2	96	149				
	Secure Reception/Waiting/Entry	1	175	271				
	Conference Room	2	520	806				
	Break Room	1	230	357				
	Training Room	1	400	620				
	Office Support	2	100	155				
	IT/LAN Room	1	120	186				
	Total Personnel	42						
Mission Support Space	Weapons/Ammo Storage	1	140	189	N/A			
	Task Force Room	1	450	608				
	Grand Jury	1	230	311				
	Evidence Storage	1	230	311				
	Tech Lab/Storage	1	185	250				
	Computer Forensics Lab	1	250	338				
	Computer Forensics Server Room	1	150	203				
	Forensics Evidence Storage	1	120	162				
	Computer Storage	1	200	270				
	Wire/Pen Register Room	1	200	270				
	Bulk Storage	1	500	675				
	Title III/Wire Monitoring Room	1	150	203				
	Interview Room	1	120	162				
	HSDN Room	1	150	203				
	Weapons/Ammo Storage	1	140	189				
	Bulk Storage	1	500	675				
	Detainee Food Service	1	120	162				
	Women's Holding Room	1	160	216				
	Men's Holding Room	1	360	486				
	Juvenile Holding Room	1	80	108				
	Processing Area	1	850	1148				
	Detainee Property Storage	1	80	108				
	Detainee Entry Vestibule	1	150	203				

LEGEND

	HSI
	ERO
	OCIO
	Shared

LESSOR: _____

GOVERNMENT: _____

[illegible]

LESSOR:_____

GOVERNMENT:_____



September 15, 2017

Alden Anderson
CBRE/New England
One Financial Plaza
14th Floor
Providence, RI 02903

(b) (6)
(b) (6) cbre-ne.com

RE: Request for Initial Offers – Request for Lease Proposal No. 7RI2043
Offered Building: 443 Jefferson Boulevard, Warwick, RI

Dear Mr. Anderson,

This letter, when signed by authorized representatives of both _____ (“Lessor”) and Jones Lang LaSalle Americas, Inc. (“Broker”), will represent the Commission Agreement (“Agreement”) between Lessor and Broker with respect to Broker’s representation of the United States of America, acting by and through the General Services Administration (“Tenant”), concerning Tenant’s lease of office space in _____ (“Building”) pursuant to the above-referenced RLP.

In the event that a lease agreement (“Lease”) is awarded to Lessor by Tenant for space in the Building, Lessor agrees to pay Broker a commission (“Commission”) to be calculated and paid in accordance with the terms of this Agreement. The Commission shall be equal to (b) (4) _____ of the “Aggregate Lease Value” (as defined below) for the initial firm term of this Lease. The Commission shall be earned upon lease award as defined in the RLP and shall be paid, without further condition or contingency, (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant’s occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease.

The Aggregate Lease Value is defined as the full service rental to be paid by Tenant for the initial firm term of the Lease. Firm Term and application of broker commissions are defined in Paragraph 1.13 of the RLP. The Aggregate Lease Value shall include:

- (i) the initial full service rental to be paid by Tenant on all space leased by Tenant, including base rent, base operating costs, base real estate taxes, and amortization of any tenant improvement allowance , and
- (ii) any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations.

The Aggregate Lease Value shall not include:

- (i) any rental abatement provided to Tenant pursuant to the Lease other than the Commission Credit,
- (ii) any annual rental escalations covering operating expense and/or real estate tax increases during the lease term, and
- (iii) any additional amounts paid by Tenant for services over and above those furnished by Lessor as a part of the Lease.

In the event the Aggregate Lease Value increases or decreases due to a change in the amount of Tenant Improvements to be amortized, the commission percentage shall remain unchanged, the commission amount in dollars adjusted up or down accordingly, and the adjustment be reflected in the second one – half (1/2) payment. In addition, provided that Broker is representing Tenant in the negotiations for expansion space (as confirmed by Tenant) Lessor agrees to pay Broker a Commission on any such expansion space leased by Tenant during the initial term of the Lease substantially in accordance with the terms of the Lease.

Lessor and Broker expressly recognize and agree that a portion of the Commission, to be determined at a later date, shall be applied to the benefit of Tenant in the Lease as a credit to shell rent as required in the RLP (the "Commission Credit"). The Aggregate Lease Value provided above shall be calculated before and without regard to the application of the Commission Credit.

Lessor and Broker each represents and warrants to the other that, in connection with this transaction, it has not employed or dealt with any broker, agent or finder other than Broker. Lessor and Broker shall each indemnify and hold the other and the Tenant harmless from and against any claims for brokerage or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.

Lessor and Broker agree not to disclose confidential financial information on commission and/or credits, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished.

This Agreement contains the entire agreement between the parties with respect to the payment of a commission by the Lessor to the Broker and supersedes all prior agreements, negotiations and understandings between the Lessor and the Broker with respect to the subject matter hereof. Any representation, inducement or agreement not contained in this Agreement shall be of no force and effect. This Agreement may not be modified in any manner other than an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party. If either party is required to institute legal action against the other in connection with any dispute between Lessor and Broker relating to this Agreement or either party's performance hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

Please indicate your acceptance and approval of the above by having an authorized individual execute this Agreement on behalf of Lessor in the space provided below and return an executed original of this letter to the undersigned.

Sincerely,

Signature – GSA Authorized Representative
Jones Lang LaSalle Americas, Inc.

Name

AGREED AND ACCEPTED:

By: _____ Date: _____

Name: _____

Title: _____



September 15, 2017

Thomas J. McNaughton
VAS Realty

(b) (6)
(b) (6) verizon.net

RE: Request for Initial Offers – Request for Lease Proposal No. 7RI2043
Offered Building: 1 International Way, Providence, RI

Dear Mr. McNaughton,

This letter, when signed by authorized representatives of both _____ (“Lessor”) and Jones Lang LaSalle Americas, Inc. (“Broker”), will represent the Commission Agreement (“Agreement”) between Lessor and Broker with respect to Broker’s representation of the United States of America, acting by and through the General Services Administration (“Tenant”), concerning Tenant’s lease of office space in _____ (“Building”) pursuant to the above-referenced RLP.

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This Agreement contains the entire agreement between the parties with respect to the payment of a commission by the Lessor to the Broker and supersedes all prior agreements, negotiations and understandings between the Lessor and the Broker with respect to the subject matter hereof. Any representation, inducement or agreement not contained in this Agreement shall be of no force and effect. This Agreement may not be modified in any manner other than an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party. If either party is required to institute legal action against the other in connection with any dispute between Lessor and Broker relating to this Agreement or either party’s performance hereunder, the prevailing party shall be entitled to reasonable attorneys’ fees and costs.

Please indicate your acceptance and approval of the above by having an authorized individual execute this Agreement on behalf of Lessor in the space provided below and return an executed original of this letter to the undersigned.

Sincerely,

Signature – GSA Authorized Representative
Jones Lang LaSalle Americas, Inc.

Name

AGREED AND ACCEPTED:

By: _____ Date: _____

Name: _____

Title: _____



GSA New England Region

October 26, 2018

Mr. Thomas McNaughton
c/o VAS Realty, LLC
137 Applegate Road
Cranston, RI 02920-3731

Subject: RLP 7RI2043
Warwick RI

Dear Mr. McNaughton:

This letter is provided concerning the Lease Award for the subject Request for Lease Proposal. By letter dated July 9, 2018 to VAS Realty (Offeror), the Lease Contracting Officer's Request for Final Offer Proposal identified deficiencies to be addressed by the offeror's Final Proposal Revision. The offeror's previous pricing proposal on the GSA Form 1364 did not conform with RLP 7RI2043 Paragraph 4.01 NEGOTIATIONS (JUN 2012). The offeror was advised that the proposed rental rate was outside of the competitive negotiation range. The offeror's response to the Final Offer Proposal remained unchanged and was outside of the competitive negotiation range. As a result, the offeror's proposal was not considered for the Lease Award.

The Lease Award is to Cape Moraine, LLC at the rental rate of (b) (4) for space located at 443 Jefferson Boulevard, Warwick, RI.

Sincerely,

(b) (6)

Michael Strobel
Lease Contracting Officer
U.S. General Services Administration

cc. Ms. Maureen Payton
Mr. Mark Shinto

U.S. General Services Administration
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
www.gsa.gov

29 October 2018

U.S. General Services Administration (GSA)
Public Building Service
Real Estate Acquisition Division
Attn: Mr. Michael Strobel

Solicitation Number 7R12043
Debriefing Request

Dear Mr. Strobel,

Please consider this letter as VAS Realty, LLC's (VAS) official request for debriefing on the subject solicitation. The following are questions which are in addition to the minimum debriefing information required by FAR Section 15.506 Postaward debriefing of offerors, paragraph (d):

1. How was the unique Government requirements in the Request for Lease Proposal (ie Sally Port, Cells, security, secured parking, etc.) existing in the facility at 1 International Way, accounted for in establishing the competitive negotiation range so that a fair and reasonable price range could be made versus a standard office building that had none of these Government requirements?
2. How were the many and varied differences of a Class A facility vs a Class B or C building accounted for in developing the competitive negotiation range to enable a fair and reasonable price range?
3. It is noted in GSA's letter of 26 October 2018 that the VAS bid was outside the competitive negotiation range and therefore not considered for award. FAR Section 15.503 Notification to unsuccessful offerors, paragraph (a) Preaward notices, (1) "Preaward notices of exclusion from competitive range. The contracting officer shall notify offerors promptly in writing when their proposals are excluded from the competitive range or otherwise eliminated from competition". Why was VAS not notified promptly of its exclusion in a preaward letter, but instead fifteen plus weeks after the Best and Final submissions?
4. GSA's letter of 26 October 2018 failed to provide the number of offerors solicited and the number of proposals received per FAR 15.503, paragraph (b) Postaward notices. Is there a reason why this information was not provided?
5. Why were negotiations with VAS continuing (sent a Request for Final Offer Proposals three times), if we were not in the competitive range, for as it states/references in the RLP, written correspondence, FAR and GSA Leasing Desk guide "The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range"?
6. How was the cost to move and build out a new facility accounted for?
7. The operating costs VAS provided in its bid were actual costs. The operating costs provided by the other bidders could logically be only estimates. How was this inequality accounted for in the evaluation?

Solicitation Number 7R12043

8. Was the awardee's cost to bring the new facility up to acceptable shell condition taken into consideration during the evaluation?

Your assistance in this matter is appreciated.

(b) (6)

Vito Scola
VAS Realty, LLC